

# GENERAL TERMS AND SALES CONDITIONS

V2020



**Grape Tours** and **Grapetrotters** are European Trademark Protected brands of Tour Operators owned by SARL Winality Vinalita in France and all over the European Union.

Grape Tours:

Registration number in Europe: n° 1313763 WIPO classe 39

Registration number in France: n° 12 3 946 889 Classe n°39.

Grapetrotters:

Registration number in Europe: n° XXXXXX WIPO classe 33, 39.

Registration number in France: n° 19 4 601 357 Classe n°33, 39

Winality Vinalita, a SARL (LLC) with a capital of 9 000 Euros, fully licensed Tour Operator based in France. Registered in the RCS of Nice, SIRET 533441366.

VAT: FR68533441366

Head office: 9 rue Francois Guisol, 06300 Nice (France)

Email: [info@grape-tours.com](mailto:info@grape-tours.com)

Technical director / Administrator: Pierre-Emmanuel GOUTTENOIRE

Travel agency N° IM077120024 registered by Atout France.

Registre des Exploitants de Voitures de Tourisme avec Chauffeur : EVTC012120001

Licence Transport Intérieur 2018 93 0000054

Financial Guarantor: Groupama Assurance-Crédit n° 4000713644 for 200 000€.

Professional Civil Liability: Groupama n° 50344618 / 0008

**Grape Tours is represented in Italy by Grape Tours SRL, as a tour operator.**

Grape Tours, a SRL (LLC) with a capital of 3000 Euros, fully licensed Tour Operator based in ITALY.

Registered Partita IVA: 06382360482 REA: FI-623850

Head office: Via dei Renai 19, 50125 Firenze (Fi)

Email: [rebecca@grape-tours.com](mailto:rebecca@grape-tours.com)

Technical director: Ilaria Miele

Administrator: Rebecca Christophersen

Professional Civil Liability: Unipol 1/2317/65/101844833

Codice: 79.11.00 - Attivita' di agenzia di viaggio

**Grape Tours SRL and SARL Winality Vinalita are fully licensed and bonded Tour Operators and Travel Agencies, specialists in Wine Tours in France and in Italy.**

## **ARTICLE 1: APPLICATION OF THE GENERAL TERMS AND SALES CONDITIONS**

The present General Terms and Conditions of Sale apply to the services provided by Grape Tours in France and in Italy, also named the Operator referred to Grape Tours SRL or SARL Winality Vinalita.

The General Terms and Sales Conditions will appear along with the tour quote, in order to make a reservation. Before proceeding to payment, you are asked to accept the General Terms and Sales Conditions online. Hence, by booking online you accept the General Terms and Sales Conditions. Any dispute concerning their interpretation and/or their execution will be brought before the Nice Courts for arbitration in France, or before the Florence Court in Italy.

Prices are indicative (from ... € per person) and are expressed in Euro.

They may be subject to yearly revision and are confirmed at the time of booking by the client.

The price includes all the services mentioned in the program signed by the client. Generally speaking, all personal expenses and transportation are excluded (except contrary mention in the program).

Any person reserving or purchasing any Grape Tours tour accepts the condition that the Operator reserves to itself the exclusive right to change or cancel itineraries and other tour components if necessary, when necessary. Should this happen, Grape Tours will make every effort to offer alternate dates and/or programs. Times listed on itineraries are as accurate as possible but subject to change due to traffic, weather, mechanical and any other conditions beyond the Operator's control that prevent Grape Tours from operating as scheduled.

Grape Tours expressly disclaims any liability for any damages that may be incurred for any changes, cancellations, or delays in any itinerary.

**OUR LIABILITY:** Grape Tours owned by Winality Vinalita SARL in France and represented by Grape Tours SRL in Italy provides a service to travellers in France, in Italy and all-over European Union. Our service is a liaison between said travellers and local merchants, restaurants and other venues. Grape Tours, therefore, shall not be responsible for breach of contract or any intentional or careless actions or omissions on part of such suppliers, which result in any loss, damage, delay, or injury to you or your travel companions or group members. Unless the term "guaranteed" is specifically stated in writing on your ticket, invoice, or reservation itinerary, Grape Tours does not guarantee any of such suppliers' scheduling, behaviour or handling of personal effects.

## **ARTICLE 2: RESERVATION**

The reservation will be considered valid as soon as Grape Tours has received a booking along with a payment according to Article 3 with which the guest has agreed of the present General Terms and Conditions of Sale.

For the on-line bought and paid services on the web sites [www.grape-tours.com](http://www.grape-tours.com), [www.nice-wine-tours.com](http://www.nice-wine-tours.com), [www.winetoursinbordeaux.com](http://www.winetoursinbordeaux.com), [www.champagne-wine-tours.com](http://www.champagne-wine-tours.com), [www.tuscan-wine-tours.com](http://www.tuscan-wine-tours.com), [www.grapetrotters.com](http://www.grapetrotters.com).

The reservation is definitively booked by Grape Tours with the confirmation of the payment.

After payment, a voucher / invoice is automatically generated and sent by email.

It is absolutely necessary that the client verifies the validity of his/her email address. Grape Tours cannot be held responsible for problems if the client doesn't receive or read the voucher carefully. In case the voucher has not been received, please notify Grape Tours by email and it will be resent.

The confirmation - voucher should be in the possession of the client at the beginning of the tour (printed or saved on electronic device) and presented to the different service provider.

### **ARTICLE 3: BOOKING CONDITIONS AND TERMS OF PAYMENT**

**3.1** For the services named **small group tours** ordered and paid directly on the web site [www.grape-tours.com](http://www.grape-tours.com), [www.nice-wine-tours.com](http://www.nice-wine-tours.com), [www.winetoursinbordeaux.com](http://www.winetoursinbordeaux.com), [www.champagne-wine-tours.com](http://www.champagne-wine-tours.com), [www.tuscan-wine-tours.com](http://www.tuscan-wine-tours.com) 100% at time of booking.

**3.2** For **multiple day tours (Grapetrotters)** a 500 euro per person *deposit* is required at moment of registration.

3 months before the start of the tour, the *final payment* is due.

Payments may be done by credit card through Stripe or Paypal payment portals, or on request by bank transfer.

### **ARTICLE 4: MODIFICATIONS**

#### **Modifications of the tour program offered by Grape Tours:**

Due to the type of services offered, modifications to the program may arise (dates, timing, itineraries etc.). On no account will such modifications lead to refund payments.

Modifications to a booking made by the client:

Should the client wish to modify a booking or program after signing the quote, he/she will have to inform Grape Tours in writing by email.

Please check your voucher after booking. Make sure date, time & amount of tickets are correct. We have no power over your bookings – you book your tour and so only you are responsible of what you book & pay for. If you discover to have booked the wrong date and discover so, notify us asap!

We can reschedule you to a later date only if the same tour is available on the date that you desire, and in any case, there will be a penalty fee of 50% of the full value of your tickets. We will answer to your request to confirm if and when your tour could be rescheduled to. If the proposed change suits you, you must reconfirm the new tour date by sending in the payment of 50% of the total value of your tickets.

Should you not be able to attend on a later date because of no availability on our or on your side, the responsibility is fully yours and we're not able to assist you any further.

### **ARTICLE 5: CANCELLATION**

Since the prices are based on pre-booked services, the client is asked to carefully read the following cancellation conditions:

Grape Tours must be informed in writing of total or partial cancellations of the program booked by the client. It is the client's responsibility to verify that Grape Tours has received his or her communication. In the case of partial cancellation, the pro rata rule applies to the cancellation conditions below.

In the case of total cancellation by the client, Grape Tours' refund of payments is subject to cancellation fees as indicated below depending on the number of days between the cancellation date and the beginning of the tour.

#### **5.1 DAILY JOINABLE TOURS:**

**For the services ordered and paid directly on the web sites** [www.grape-tours.com](http://www.grape-tours.com), [www.nice-wine-tours.com](http://www.nice-wine-tours.com), [www.winetoursinbordeaux.com](http://www.winetoursinbordeaux.com), [www.champagne-wine-tours.com](http://www.champagne-wine-tours.com), [www.tuscan-wine-tours.com](http://www.tuscan-wine-tours.com),

**If the client needs to cancel, these are the fees retained by us (the client is refunded the rest):**

<b>+ 30 days before the departure date:</b>	<b>10% less Paypal &amp; administrative expenses</b>
<b>between 30 and 21 days:</b>	<b>30% less Paypal &amp; administrative expenses</b>
<b>between 20 and 15 days:</b>	<b>50% less Paypal &amp; administrative expenses</b>
<b>between 14 and 8 days:</b>	<b>75% less Paypal &amp; administrative expenses</b>
<b>between 7 and 4 days:</b>	<b>90% less Paypal &amp; administrative expenses</b>
<b>less than 4 days or no-show:</b>	<b>100% (NO REFUND)</b>

#### **5.2 PRIVATE TOURS:**

<b>+ 60 days before the departure date</b>	<b>10% less Paypal &amp; administrative expenses</b>
<b>between 60 - 30 days</b>	<b>50% less Paypal &amp; administrative expenses</b>
<b>less than 30 - or no-show</b>	<b>100% (NO REFUND)</b>

#### **5.3 MULTI-DAY WINE TOUR PROGRAMS (Grapetrotters [www.grapetrotters.com](http://www.grapetrotters.com)):**

The **deposit** (see article 3.2) is fully refundable for 1 month after moment of booking (except if less than 6 months before the tour at which point the deposit is retained as it is used for non-refundable deposits on hotels).

Of the **remainder** (the payment due 3 months prior to the tour), these are the fees retained (the client is refunded the rest):

<b>Cancellation between 90 - 45 days</b>	<b>75% of last payment less Paypal expenses</b>
<b>Cancellation between 45 - 30 days</b>	<b>90% of last payment less Paypal expenses</b>
<b>Cancellation less than 30 - or no-show</b>	<b>100% (NO REFUND)</b>

***N.B. Grape Tours does not provide cancellation insurance. Travellers who wish to subscribe to cancellation insurance must do so independently. A traveller who has subscribed to cancellation insurance from a third party is still fully responsible for payment to Grape Tours according to the payment conditions in the agreement. The traveller should address any reimbursement requests to the third-party insurer.***

## **ARTICLE 6: YOUNG PEOPLE UNDER 18 YEARS OLD**

Registration made by young people less than 18 years of age must be signed by one of the parents or legal guardians and marked "With the consent of the father/mother/legal guardian". Besides the regular documents required for the trip, young persons under 18 must be in possession of letter of consent to exit the country signed by one of the parents or legal guardians. Mention also needs to be made of a contact phone number and address in case of an emergency.

#### **Children on JOINABLE TOURS**

Recommended minimum age to participate: 16 yrs (legal drinking age in Italy, accompanied by a legal guardian)

**Infants are not allowed on joinable tours.**

If you are travelling with kids from 8-16 yrs old, we recommend taking a private tour. Younger than 8 is not recommended as no children's seats are provided for and we cannot guarantee the environment to be safe.

### **Children on PRIVATE TOURS**

Children between 8-16: 55 euro extra per child (this will include lunch, but of course no wine tastings).

### **ARTICLE 7: INSURANCES**

Apart from Tour Operators' obligatory liability insurances, no other insurances are included in the prices offered.

As a consequence, when you book your trip, Grape Tours suggests that you should subscribe to an individual and private travel insurance through an insurance company against the following risks:

- cancellation
- repatriation
- loss of luggage
- legal aid
- accidental bodily injury and repatriation

**We accept no responsibility for lost or stolen property, for sickness, last minute cancellations, latecomers & or no-shows – whatever the cause for such incidents can be.**

**We disclaim any responsibility for the storage of luggage or items left in our vehicles or at our office.**

### **ARTICLE 8: LIMITATIVE CLAUSE**

The prices set according to prevailing economic conditions, together with the times, programs and duration of itineraries may be amended from time to time: the prices include all services listed in the descriptions of each offer.

Photographs and illustrations: Every effort has been made to supply photographs and illustrations which give the User an indication of the Services being offered. The purpose of these photographs and illustrations are to advise the User of the accommodation category or level of comfort. Beyond this, they have no contractual value in any way. Grape Tours and its Partners will not be held responsible for, and will not guarantee in any way the return of forgotten personal effects or baggage left behind on coaches, minibuses or any other location. The organizers and the Partners reserve the right to cancel or modify itineraries without notice where the comfort or safety of travellers so requires, or in the event of strike action or demonstrations. No refunds will be made where the required documents are either lost or not in order.

Grape Tours cannot be held responsible for any transport delay or cancellation due to any circumstance beyond our control: closed roads, traffic jams, police emergency crew, road interventions or in case of extraordinary problems: weather conditions, terrorist attacks, extraordinary sporting events, floods, riots, transportation strikes, flight, boat or cruise delay and/or cancellations (Non-exhaustive lists).

In case of a vehicle immobilization during the trip, due to a mechanical failure, an accident or a damage (theft, deterioration), Grape Tours will try to guarantee the journey continuity with another vehicle.

## **ARTICLE 9: INDIVIDUAL RESPONSABILITY**

Tours will leave according to times stated on itineraries and will NOT wait for latecomers. We accept no responsibility for passengers failing to be at designated pick up points at designated times. NO REFUND is provided for passengers failing to meet our tour at designated times.

It is up to guests to adapt their alcohol consumption, according to their physiological characteristics, and possibly affections with which they can be affected or medical treatments to which they may be subjected. We remind our guests that the alcohol consumption is not advised for pregnant women and that in a general way, the abuse of alcohol is dangerous for the health.

Travelers are responsible for themselves and are expected not to break or damage anything belonging to the venues visited on the tour. Anything broken by a guest due to negligence will require payment or replacement by said guest.

Persons causing a nuisance to other passengers may be removed from the vehicle. Grape Tours will not be liable for any expense incurred by the passengers should this occur.

Uncontrollable and disruptive drunken behaviour will not be tolerated. Wineries reserve the right to refuse service & entry. Disruptive persons will not be allowed on the van. No alcohol or food is allowed on our vehicles. You may not bring your own alcohol for consumption. Individuals are responsible for any damage inflicted on our vehicles or at wineries. Smoking is not permitted on our vehicles or inside winery buildings.

As our drivers' responsibility is engaged during the transportation period, they are required to apply and enforce all current laws. The client shall make no requests, nor shall any request be honoured by the driver to exceed the authorized speed limit or to commit breaches of any traffic rules.

Grape Tours reserves the right to interrupt the service in progress if the driver is aware that the client is in act of committing an offence such as using narcotics, endangering the driver safety or a noticeable lack of politeness by the client towards the driver.

## **ARTICLE 10: After-sales service (France)**

Any complaint for non-fulfilment or poor fulfilment of the travel contract should be made on the spot, and referred either to the offending provider of service or to Pierre Gouttenoire, the director of Grape Tours in France. The complaint must describe the grievance and be made within 24 hours.

If you have not obtained satisfaction, please send your complaint through registered mail, and join all written evidence within 15 days after the end of your trip. The length of our investigation will determine the delay in our response to your complaint.

The Terms and Conditions are subject to French Law. Any dispute concerning their interpretation and/or their execution will be brought before the Nice Courts for arbitration. For the purposes of arbitration, the original French version of the present Terms and Conditions shall alone have authenticity.

## **ARTICLE 11: Reproduction of Articles 95 to 103 of French Decree n° 94-490 dated 15 June 1994 (France)**